

<i>SERFF Tracking Number:</i>	<i>NYLA-127094440</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>48359</i>
<i>Company Tracking Number:</i>	<i>211-A100</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>New York Life Guaranteed Future Income Annuity Applications</i>		
<i>Project Name/Number:</i>	<i>New York Life Guaranteed Future Income Annuity Applications/211-A100</i>		

Filing at a Glance

Company: New York Life Insurance and Annuity Corporation

Product Name: New York Life Guaranteed Future Income Annuity Applications SERFF Tr Num: NYLA-127094440 State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-Closed State Tr Num: 48359

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: 211-A100

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: April Rodriguez, Renata Bucaj

Disposition Date: 04/01/2011

Date Submitted: 03/29/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: New York Life Guaranteed Future Income Annuity Applications

Status of Filing in Domicile: Pending

Project Number: 211-A100

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/01/2011

State Status Changed: 04/01/2011

Deemer Date:

Created By: April Rodriguez

Submitted By: April Rodriguez

Corresponding Filing Tracking Number:

Filing Description:

This filing is for two new individual deferred paid-up fixed annuity applications, forms 211-A100 and 211-A101, that will be used to apply for two individual flexible premium deferred paid-up fixed annuity policies, forms 211-P100 and 211-P101.

Company and Contact

SERFF Tracking Number: NYLA-127094440 State: Arkansas
 Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48359
 Company Tracking Number: 211-A100
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: New York Life Guaranteed Future Income Annuity Applications
 Project Name/Number: New York Life Guaranteed Future Income Annuity Applications/211-A100

Filing Contact Information

April Rodriguez, Contract Consultant april_rodriguez@newyorklife.com
 1 Rockwood Road 914-846-3690 [Phone]
 3N850
 Sleepy Hollow, NY 10591

Filing Company Information

New York Life Insurance and Annuity Corporation CoCode: 91596 State of Domicile: Delaware
 1 Rockwood Road Group Code: 826 Company Type:
 3N738 Group Name: State ID Number:
 Sleepy Hollow, NY 10591 FEIN Number: 13-3044743
 (914) 846-3508 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: \$50 x 2 forms = \$100.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
New York Life Insurance and Annuity Corporation	\$100.00	03/29/2011	46060156

SERFF Tracking Number: NYLA-127094440 *State:* Arkansas
Filing Company: New York Life Insurance and Annuity *State Tracking Number:* 48359
Corporation
Company Tracking Number: 211-A100
TOI: A10 Annuities - Other *Sub-TOI:* A10.000 Annuities - Other
Product Name: New York Life Guaranteed Future Income Annuity Applications
Project Name/Number: New York Life Guaranteed Future Income Annuity Applications/211-A100

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/01/2011	04/01/2011

<i>SERFF Tracking Number:</i>	<i>NYLA-127094440</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>New York Life Insurance and Annuity Corporation</i>	<i>State Tracking Number:</i>	<i>48359</i>
<i>Company Tracking Number:</i>	<i>211-A100</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>New York Life Guaranteed Future Income Annuity Applications</i>		
<i>Project Name/Number:</i>	<i>New York Life Guaranteed Future Income Annuity Applications/211-A100</i>		

Disposition

Disposition Date: 04/01/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NYLA-127094440 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48359

Company Tracking Number: 211-A100

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: New York Life Guaranteed Future Income Annuity Applications

Project Name/Number: New York Life Guaranteed Future Income Annuity Applications/211-A100

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certificate of Compliance		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	Statements of Variability		Yes
Form	Individual Flexible Premium Deferred		Yes
	Paid-Up Fixed Annuity Application		
Form	Individual Flexible Premium Deferred		Yes
	Paid-Up Fixed Annuity Application		

SERFF Tracking Number: NYLA-127094440 State: Arkansas

Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48359

Company Tracking Number: 211-A100

TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other

Product Name: New York Life Guaranteed Future Income Annuity Applications

Project Name/Number: New York Life Guaranteed Future Income Annuity Applications/211-A100

Form Schedule

Lead Form Number: 211-A100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	211-A100	Application/ Individual Flexible Enrollment Premium Deferred Form Paid-Up Fixed Annuity Application	Initial		52.300	Application-211-A100.pdf
	211-A101	Application/ Individual Flexible Enrollment Premium Deferred Form Paid-Up Fixed Annuity Application	Initial		52.800	Application-211-A101.pdf

**APPLICATION FOR**

Individual Flexible Premium Deferred Paid-Up Fixed Annuity

[New York Life Guaranteed Future Income Annuity]

Annuities

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010]

Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

1. OWNER Is the Owner a grantor trust? ☐ Yes ☒ No

Name (First, Middle Initial, Last):

☒ Male
☐ FemaleSoc. Sec./TIN#: **111-11-1111**Date of Birth (MM/DD/YYYY): **01/01/1955****Proof of Age Required****John J. Doe**

Address (Residence) Street

100 Main Street

Telephone No. (Day)

(111) 222-3333

Telephone No. (Evening)

(111) 222-3334

City

State

Zip Code

Anywhere**DE****11111**

Relationship to Annuitant:

☒ Self ☐ Other

Country of Citizenship:

USA**2. JOINT OWNER** Available for Non-Qualified only. Joint Owners *must* be Joint Annuitants and spouses*, and "Surviving Spouse" should be designated as the sole primary Beneficiary. *See Section 6 – Note for Joint Annuitants.

Name (First, Middle Initial, Last):

☐ Male
☐ Female

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

3. ANNUITANT (Individual on whose life expectancy the Annuity Income Payments are based.)**The Annuitant is the Owner, unless the Policy is owned by a non-living entity, e.g., a trust. If the Policy is owned by a non-living entity, complete below.**

Name (First, Middle Initial, Last):

☐ Male
☐ Female

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Proof of Age Required

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

4. JOINT ANNUITANT Complete for Joint Life annuities only. Joint Annuitants *must* be spouses*. If Joint Annuitant is also Joint Owner, see #2 above. If only one Owner is designated, the Joint Annuitant should be designated as the sole primary Beneficiary. *See Section 6 – Note for Joint Annuitants.**If the Joint Annuitant is not also the Joint Owner, complete below.**

Name (First, Middle Initial, Last):

☐ Male
☐ Female

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Proof of Age Required

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

5. PAYEE (Designated to receive Annuity Income Payments.)Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below**Note:** If more than one Payee, list information for each additional Payee in Section 15 including the percentage of distribution for each. Percentages must total 100%.

Name (First, Middle Initial, Last):

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

Percentage:

6. BENEFICIARY (Leave Blank for Life Only Plans) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 15 for additional Primary and/or Contingent Beneficiary information.

Note for Joint Annuitants: Death benefits prior to the Annuity Commencement Date will be paid on the death of the last surviving Annuitant. This may not apply if ownership is subsequently changed. Joint Annuitants must be "spouses" as defined by the federal Defense of Marriage Act ("DOMA")¹.

Policy with Joint Owners and Joint Annuitants

If there are joint Owners, "Surviving Spouse" must be designated as the sole primary Beneficiary to allow the Policy to continue after the death of either Owner prior to the Annuity Commencement Date.

IMPORTANT: Unless the box below is checked, "Surviving Spouse" is automatically designated as the sole primary Beneficiary of this Policy.

Policy with one Owner and Joint Annuitants

If there is only one Owner, the Joint Annuitant designated in Section 4 must be designated as the sole primary Beneficiary to allow the Policy to continue after the death of the Owner prior to the Annuity Commencement Date.

IMPORTANT: Unless the box below is checked, the Joint Annuitant is automatically designated as the sole primary Beneficiary of this Policy.

☒ **I/We decline the applicable Beneficiary designation shown above and instead designate the person(s)/entity named below. I/We understand that as a result of this designation, the Policy will end at any Owner's death prior to the Annuity Commencement Date.**

¹Pursuant to Section 3 of DOMA, same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse.

Policy with one Annuitant

If there is one Annuitant, the Policy will end at the death of an Owner, regardless of any Beneficiary designation.

Primary

<u>Jane J. Doe</u>	<u>Spouse</u>	<u>100</u>	<u>%</u>
▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage	

☐ **Primary**

☐ **Contingent**

▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage	%
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7. PREMIUM AMOUNT (Attach check payable to NYLIAC, unless instructed otherwise.)

\$ [10,000]

(Note: No additional Premium Payments will be accepted within two years of the Annuity Commencement Date.)

☐ **Scheduled Premium**

(Note: Complete the Check-O-Matic form if you intend to have scheduled premiums.)

8. ANNUITY INCOME PAYMENTS

Frequency of Annuity Income Payments: ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

9. ANNUITY COMMENCEMENT DATE Income payments must begin by the Annuitant's (oldest Joint Annuitant's, if applicable) age 85 for Non-Qualified Plans and 70½ for Qualified Plans.

Please select an Annuity Commencement Date [02/02/2013] (MM/DD/YYYY). This date must be at least two (2) years from the Application Signed Date; and no later than forty (40) years from the Application Signed Date (5 years if the Annuitant, or oldest Joint Annuitant if applicable, is age 71+ on the Application Signed Date and the Life Only Annuity Income Payment option is chosen).

10. REDUCTION OF INCOME FOR JOINT LIFE PLANS--If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants. Unless the box below is checked, there will be no reduction of income at first death (100% to survivor)

Note: Only available for the Life Only and Life with Period Certain Annuity Income Payment options.

Reduction of income, if selected, will apply even if a Joint Annuitant dies prior to the Annuity Commencement Date.

For the Life with Period Certain Annuity Income Payment option, any reduction in Annuity Income Payments, if applicable, applies after the end of the guaranteed period if the Policy is in effect.

☐ Income reduced to _____ % ([40% to 99%]) of income at the death of either Annuitant

11. ANNUITY INCOME PAYMENT OPTIONS (Choose either Single Life or Joint Life and **ONE** Payment option below).☒ **Single Life**☐ **Joint Life**☐ **Life Only** (Available as Non-Qualified Plan only)

Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: None

Death Benefit after the Annuity Commencement Date: None

☒ **Life With Cash Refund**

Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date:

- If death occurs and the sum of the Annuity Income Payments received is less than the premium(s), the difference will be paid to the Beneficiary(ies) in a single sum;
- If death occurs and the sum of Annuity Income Payments equals or exceeds the premium(s) paid, there will be no death benefit.

☐ **Life With Installment Refund**

Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date:

- If death occurs and the sum of the Annuity Income Payments received is less than the premium(s), scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the income payments equal the premium(s) paid;
- If death occurs and the sum of the Annuity Income Payments equals or exceeds the premium(s), there will be no death benefit.

☐ **Life With Period Certain** _____ years (Enter number of whole years between [10 and 30])

Provides Annuity Income Payments, guaranteed for the longer of the guaranteed period selected or the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

12. ANNUITY PLAN TYPE☒ **Non-Qualified**☐ **IRA**☐ **Roth IRA [(Not Available for Joint Life Plans)]**

13. ☐ ANNUAL INCREASE OPTION (Inflation Adjustment) Not available if the Owner is under the age of 59½ when the Annuity Income Payments begin. This option cannot be cancelled or modified after issue and will apply to the entire Annuity Income Payment amount.

Note for Qualified Plans: Your ability to change the Annuity Commencement Date to an earlier date will be subject to the Internal Revenue Service's required minimum distribution rules.

Payments will increase by: _____ % (Enter a whole number between [1% and 5%] only)

14. Please check here ☐ if you have selected a Life with Installment Refund, or Life with Guaranteed Period Annuity Income Payment option and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

15. ADDITIONAL INFORMATION

16. FRAUD AND DISCLOSURE STATEMENTS

Residents of Jurisdictions other than the District of Columbia and Oregon: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant

17. SIGNATURES (Read statement and sign below)

I/We agree that:

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This Policy will not become effective unless it is delivered to the Owner while the Annuitant(s) is/are living. (3) Unless otherwise indicated, the Owner of this Policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct.

I/We further agree that:

(1) This Policy is irrevocable. It cannot be cancelled after the free look period and can never be surrendered or exchanged because it has no cash value. (2) Lump sum withdrawals are not available. (3) I have read and understand the material features of the Annuity Income Payment options and death benefits described in Section 11 of this application. (4) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option.

Signed at	Anywhere	DE	1111	Date	01/02/2011
	▲ City	State	Zip Code		(MM/DD/YYYY)
X			X		
▲ Applicant Signature (Owner)			▲ Joint Owner Signature (if applicable)		
X			X		
▲ Annuitant Signature (if other than Owner)			▲ Joint Annuitant Signature (if applicable)		
X			George Agent		
▲ Agent Signature			▲ Agent Printed Name		
DE-12345			54321		
▲ Agent State License. No.			▲ Agent Code No.		
▲ Countersigned by Licensed Resident Agent (if required)					
General Office #111					
▲ General Office Name and Code Number					

**APPLICATION FOR**

Individual Flexible Premium Deferred Paid-Up Fixed Annuity

[New York Life Guaranteed Future Income Annuity II]

Annuities

To New York Life Insurance and Annuity Corporation (NYLIAC) (A Delaware Corporation)

Executive Office: [51 Madison Avenue, New York, NY 10010]

Home Office: [200 Continental Drive, Suite 306, Newark, DE 19713]

1. OWNER

Name (First, Middle Initial, Last):

☒ Male
☐ FemaleSoc. Sec./TIN#: **111-111-1111**Date of Birth (MM/DD/YYYY): **01/01/1955****Proof of Age Required****John J. Doe**

Address (Residence) Street

100 Main Street

Telephone No. (Day)

(111) 222-3333

Telephone No. (Evening)

(111) 222-3334

City

State

Zip Code

Anywhere**DE****11111**

Relationship to Annuitant:

☒ Self ☐ Other

Country of Citizenship:

USA**2. JOINT OWNER** Available for Non-Qualified only. Joint Owners must be Joint Annuitants and spouses*, and "Surviving Spouse" should be designated as the sole primary Beneficiary. *See Section 6 – Note for Joint Annuitants.

Name (First, Middle Initial, Last):

☐ Male
☐ Female

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

3. ANNUITANT (Individual on whose life expectancy the Annuity Income Payments are based.)**The Annuitant is the Owner, unless the Policy is owned by a non-living entity, e.g., a trust. If the Policy is owned by a non-living entity, complete below.**

Name (First, Middle Initial, Last):

☐ Male
☐ Female

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Proof of Age Required

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

4. JOINT ANNUITANT Complete for Joint Life Annuities only. Joint Annuitants must be spouses*. If Joint Annuitant is also Joint Owner, see #2 above. If only one Owner is designated, the Joint Annuitant should be designated as the sole primary Beneficiary. *See Section 6 – Note for Joint Annuitants.**If the Joint Annuitant is not also the Joint Owner, complete below.**

Name (First, Middle Initial, Last):

☐ Male
☐ Female

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Proof of Age Required

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

5. PAYEE (Designated to receive Annuity Income Payments.)Check One: ☒ Owner ☐ Joint Owner ☐ Annuitant ☐ Other, complete below**Note:** If more than one Payee, list information for each additional Payee in Section 16 including the percentage of distribution for each. Percentages must total 100%.

Name (First, Middle Initial, Last):

Soc. Sec./TIN#:

Date of Birth (MM/DD/YYYY): ____/____/____

Address (Residence) Street

Telephone No. (Day)

()

Telephone No. (Evening)

()

City

State

Zip Code

Country of Citizenship:

Percentage:

6. BENEFICIARY (Leave Blank for Life Only Plans) (Note: Primary and Contingent Beneficiary designations must each total 100%.) Please use Section 16 for additional Primary and/or Contingent Beneficiary information.

Note for Joint Annuitants: Death benefits prior to the Annuity Commencement Date will be paid on the death of the last surviving Annuitant. This may not apply if ownership is subsequently changed. Joint Annuitants must be "spouses" as defined by the federal Defense of Marriage Act ("DOMA")¹.

Policy with Joint Owners and Joint Annuitants

If there are joint Owners, "Surviving Spouse" must be designated as the sole primary Beneficiary to allow the Policy to continue after the death of either Owner prior to the Annuity Commencement Date.

IMPORTANT: Unless the box below is checked, "Surviving Spouse" is automatically designated as the sole primary Beneficiary of this Policy.

Policy with one Owner and Joint Annuitants

If there is only one Owner, the Joint Annuitant designated in Section 4 must be designated as the sole primary Beneficiary to allow the Policy to continue after the death of the Owner prior to the Annuity Commencement Date.

IMPORTANT: Unless the box below is checked, the Joint Annuitant is automatically designated as the sole primary Beneficiary of this Policy.

☒ I/We decline the applicable Beneficiary designation shown above and instead designate the person(s)/entity named below. I/We understand that as a result of this designation, the Policy will end at any Owner's death prior to the Annuity Commencement Date.

¹Pursuant to Section 3 of DOMA, same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse.

Policy with one Annuitant

If there is one Annuitant, the Policy will end at the death of an Owner regardless of any Beneficiary designation.

Primary	<u>Jane J. Doe</u>	<u>Spouse</u>	<u>100 %</u>
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage
<input type="checkbox"/> Primary			
<input type="checkbox"/> Contingent			%
	▲ Name (First, Middle Initial, Last)	Relationship to Owner	Percentage

7. PREMIUM AMOUNT (Attach check payable to NYMAC, unless instructed otherwise.)

\$ 10,000

(Note: No additional Premium Payments will be accepted within two years of the Annuity Commencement Date.)

☐ Scheduled Premium

(Note: Complete the Check-O-Matic form if you intend to have scheduled premiums.)

8. REPLACEMENT INFORMATION

- a) Is the policy applied for a replacement of a life insurance or annuity policy? ☐ Yes ☒ No If you answered "Yes" to either question, complete this section and submit required replacement forms.
- b) Do you have any existing life insurance or annuity policies? ☐ Yes ☒ No

1035 Exchange:

▲ Company Name - Policy Number - Estimated Cash Value - Cost Basis (for Non-qualified Policies) ☐ Yes ☐ No

1035 Exchange:

▲ Company Name - Policy Number - Estimated Cash Value - Cost Basis (for Non-qualified Policies) ☐ Yes ☐ No

Please use Section 16 to include information if more than two policies are being replaced.

9. ANNUITY INCOME PAYMENTS

Frequency of Annuity Income Payments: ☒ Monthly ☐ Quarterly ☐ Semi-annually ☐ Annually

10. ANNUITY COMMENCEMENT DATE Income payments must begin by the Annuitant's (oldest Joint Annuitant's, if applicable) age 85 for Non-Qualified Plans and 70½ for Qualified Plans.

Please select an Annuity Commencement Date 02/02/2013 (MM/DD/YYYY). This date must be at least two (2) years from the Application Signed Date; and no later than forty (40) years from the Application Signed Date (5 years if the Annuitant, or oldest Joint Annuitant if applicable, is age 71+ on the Application Signed Date and the Life Only Annuity Income Payment option is chosen).

11. REDUCTION OF INCOME FOR JOINT LIFE PLANS--If a Joint Annuitant is named, payments will continue upon the death of one of the Annuitants. Unless the box below is checked, there will be no reduction of income at first death (100% to survivor)

Note: Only available for the Life Only and Life with Period Certain Annuity Income Payment options.

Reduction of income, if selected, will apply even if a Joint Annuitant dies prior to the Annuity Commencement Date.

For the Life with Period Certain Annuity Income Payment option, any reduction in Annuity Income Payments, if applicable, applies after the end of the guaranteed period if the Policy is in effect.

☐ Income reduced to _____ % ([40% to 99%]) of income at the death of either Annuitant.

12. ANNUITY INCOME PAYMENT OPTIONS (Choose either Single Life or Joint Life and **ONE** Payment option below).

☒ **Single Life**

☐ **Joint Life**

☐ **Life Only** (Available as Non-Qualified Plan only)

Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: None

Death Benefit after the Annuity Commencement Date: None

☒ **Life With Cash Refund**

Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date:

- If death occurs and the sum of the Annuity Income Payments received is less than the premium(s), the difference will be paid to the Beneficiary(ies) in a single sum;
- If death occurs and the sum of Annuity Income Payments equals or exceeds the premium(s) paid, there will be no death benefit.

☐ **Life With Installment Refund**

Provides Annuity Income Payments, guaranteed for the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date:

- If death occurs and the sum of the Annuity Income Payments received is less than the premium(s), scheduled Annuity Income Payments will be paid to the Beneficiary(ies) until the income payments equal the premium(s) paid;
- If death occurs and the sum of the Annuity Income Payments equals or exceeds the premium(s), there will be no death benefit.

☐ **Life With Period Certain** _____ **years** (Enter number of whole years between [10 and 30])

Provides Annuity Income Payments, guaranteed for the longer of the guaranteed period selected or the life of the Annuitant(s), beginning on the Annuity Commencement Date.

Death Benefit prior to the Annuity Commencement Date: Return of the Premium Payment(s)

Death Benefit after the Annuity Commencement Date:

- If death occurs before the guaranteed period ends, scheduled Annuity Income Payments will be paid to the Beneficiary(ies) for the remainder of the guaranteed period;
- If death occurs after the guaranteed period ends, there will be no death benefit.

13. ANNUITY PLAN TYPE

☒ Non-Qualified ☐ IRA ☐ Roth IRA [(Not Available for Joint Life Plans)]

14. ☐ ANNUAL INCREASE OPTION (Inflation Adjustment) Not available if the Owner is under the age of 59½ when the Annuity Income Payments begin. This option cannot be cancelled or modified after issue and will apply to the entire Annuity Income Payment amount.

Note for Qualified Plans: Your ability to change the Annuity Commencement Date to an earlier date will be subject to the Internal Revenue Service's required minimum distribution rules.

Payments will increase by: _____ % (Enter a whole number between [1% and 5%] only)

15. Please check here ☐ if you have selected a Life with Installment Refund, or Life with Guaranteed Period Annuity Income Payment option and give permission to your Beneficiary(ies) to receive, in one sum, the present value of any Annuity Income Payments remaining after the Annuitant's death. (The Owner may change this election.)

16. ADDITIONAL INFORMATION

17. FRAUD AND DISCLOSURE STATEMENTS

Residents of Jurisdictions other than the District of Columbia and Oregon: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. Penalties may include imprisonment, fines, or a denial of insurance benefits if a person provides false information.

Residents of the District of Columbia:

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

18. SIGNATURES (Read statement and sign below)

I/We agree that:

(1) All of the answers to questions and statements in this application are true to the best of the knowledge and belief of those who made and recorded them. (2) This Policy will not become effective unless it is delivered to the Owner while the Annuitant(s) is/are living. (3) Unless otherwise indicated, the Owner of this Policy is the Applicant. (4) Under penalties of perjury, the Taxpayer Identification Numbers provided on this application are certified to be correct. (5) I/We understand that the annuity is not backed or guaranteed by any bank or insured by the FDIC.

I/We further agree that:

(1) This Policy is irrevocable. It cannot be cancelled after the free look period and can never be surrendered or exchanged because it has no cash value. (2) Lump sum withdrawals are not available. (3) I have read and understand the material features of the Annuity Income Payment options and death benefits described in Section 12 of this application. (4) I understand that there is no death benefit, prior to or after the Annuity Commencement Date, if I select the Life Only Annuity Income Payment option.

Signed at	Anywhere	DE	11111	Date	01/02/2011
	▲ City	State	Zip Code		(MM/DD/YYYY)
X			X		
▲ Applicant Signature (Owner)			▲ Joint Owner Signature (if applicable)		
X			X		
▲ Annuitant Signature (if other than Owner)			▲ Joint Annuitant Signature (if applicable)		
X			George Agent		
▲ Representative's/Agent's Signature			▲ Representative's/Agent's Printed Name		
(111) 111-1111			DE/DE-12345		
▲ Representative's/Agent's Tele. Number			▲ Representative's/Agent's State and License Number		
54321					
▲ Representative's/Agent's NYLIAC Code Number					
General Agent #111			(111) 111-1112		
▲ Broker/Agency Name			▲ Broker/Agency Tel. Number		
101 Main Street					
▲ Broker/Agency Street Address					
Anywhere, DE 11111					
▲ Broker/Agency City, State, Zip Code					

SERFF Tracking Number: NYLA-127094440 State: Arkansas
Filing Company: New York Life Insurance and Annuity Corporation State Tracking Number: 48359
Company Tracking Number: 211-A100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: New York Life Guaranteed Future Income Annuity Applications
Project Name/Number: New York Life Guaranteed Future Income Annuity Applications/211-A100

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Cert-Readability-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certificate of Compliance Comments: Attachment: Cert-compliance-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter Comments: Attachment: Cover Letter-AR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability Comments: Attachments: SOV App 211-A100.pdf SOV App 211-A101.pdf		

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: New York Life Insurance and Annuity Corporation

This is to certify that the forms referenced below have achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
211-A100	52.3
211-A101	52.8



Suzanne Wolf
Assistant Vice President, Product Development

3/29/2011

Date

NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
NEW YORK LIFE INSURANCE COMPANY

STATE OF ARKANSAS

In Re: Form (s): Application Forms 211-A100 and 210-A101

I certify that the forms contained in this filing comply with Arkansas Insurance Regulation 19.

Suzanne Wolf

Signature

Suzanne Wolf

Name

Assistant Vice President, Product Development

Title

3/29/2011

Date



NEW YORK LIFE INSURANCE COMPANY
NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
(A Delaware Corporation)
1 Rockwood Road, Sleepy Hollow, NY 10591

"The Company You Keep"®

Suzanne Wolf
Assistant Vice President - Product Development
Bus: (914) 846-3508 Fax: (914) 846-4487 Toll Free: (800) 280-3551
E-Mail: Suzanne_Wolf@newyorklife.com

March 29, 2011

Hon. Jay Bradford
Commissioner
1200 W. Third Street
Little Rock, AR 72201-1904

RE: NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION
N.A.I.C. NO.: 826-91596
F.E.I.N.: 13-3044743

Form No.: 211-A100 Individual Flexible Premium Deferred Paid-Up Fixed Annuity
Application
211-A101 Individual Flexible Premium Deferred Paid-Up Fixed Annuity
Application

Dear Hon. Hon. Jay Bradford:

We are enclosing for your approval, two new individual deferred paid-up fixed annuity applications, forms 211-A100 and 211-A101, that will be used to apply for two individual flexible premium deferred paid-up fixed annuity policies, forms 211-P100 and 211-P101, respectively, issued by New York Life Insurance and Annuity Corporation (NYLIAC).

The policy forms for these annuities will be submitted under separate cover shortly, for your review and approval. These applications will not replace any previously approved applications.

Application Form 211-A100

Application form 211-A100 will be used to solicit policy form 211-P100 through the Company's agents. Since form 211-A100 does not include replacement questions, the required replacement questions can be found on our replacement form, form number 22190.100 which will always be used in conjunction with the application form even if there is no replacement involved in the sale. Replacement form 22190.100 was approved by your Department on 10/10/2007.

Application Form 211-A101

Application form 211-A101 will be used to solicit policy form 211-P101 through the Company's independent distribution channel. This form includes the required replacement questions.

Domicile Approval Status

These application forms have been filed with the Insurance Department of our domicile State of Delaware on 3/22/2011 and are pending approval.

The Company reserves the right to alter the color, layout, format, pagination, signature graphic and type of font (point size no less than 10) of these forms without resubmitting for approval, unless otherwise informed.

We would appreciate receiving your approval of these applications at your earliest convenience. If you have any questions regarding this submission, you may contact me at the phone number or e-mail address noted above.

Sincerely,

A handwritten signature in black ink that reads "Suzanne Wolf". The signature is written in a cursive, flowing style.

Suzanne Wolf
Assistant Vice President – Product Development

SW: ar

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Paid Up Fixed Annuity
Form: 211-A100

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
MARKETING NAME	Top of form	To allow for the flexibility of changing the marketing name.
EXECUTIVE OFFICE/ HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
PREMIUM AMOUNT	Section 7	The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum premium the Corporation will accept is \$10,000. The premium payment range is between and including \$10,000 – unlimited. Premium payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
ANNUITY INCOME PAYMENTS	Section 8	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
REDUCTION OF INCOME FOR JOINT LIFE PLANS	Section 10	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The current percentage that will display is any whole number between and including 40% and 99%.
ANNUITY INCOME PAYMENT OPTIONS	Section 11	For Single Life and Joint Life Plans with the Life With Period Certain Annuity Income Payment Option, the owner may elect guaranteed periods between and including 10 years and 30 years (whole years only). The range for these guaranteed periods is between and including 5 year and 40 years (whole years only) and any number of months between and including 0 month and 11 months (whole months only).
ANNUITY PLAN TYPE	Section 12	To facilitate changes to the plan types available by NYLIAC and in accordance with applicable laws for tax qualified plans.

ANNUAL INCREASE OPTION	Section 13	The minimum increase percentage available is 1.0% and the maximum is 5.0%. The increase option percentage may not be changed after the policy is issued. At some point in the future, the maximum Annual Increase Option percentage may be increased to 15%. Any such offering will be administered in a non-discriminatory manner and will apply to new issues only
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All other bracketed items are John Doe information.

New York Life Insurance and Annuity Corporation (NYLIAC)
Statement of Variability
Application for Individual Deferred Paid Up Fixed Annuity
Form: 211-A101

The following comments describe the nature and scope of the variable material denoted with brackets on the application. When applicable, ranges and/or alternate text are provided. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Bracketed Information	Location	Explanation of Variability
MARKETING NAME	Top of form	To allow for the flexibility of changing the marketing name.
EXECUTIVE OFFICE/ HOME OFFICE ADDRESSES	Top of form	To allow for the flexibility of changing this information should the Corporation's Executive or Home Office location change.
PREMIUM AMOUNT	Section 7	The amount displayed is the Premium Amount used to purchase the policy. Initially, the minimum premium the Corporation will accept is \$10,000. The premium payment range is between and including \$10,000 – unlimited. Premium payments of \$1,000,000 or more are subject to prior approval by NYLIAC.
ANNUITY INCOME PAYMENTS	Section 9	To facilitate changes to the payment modes made available by NYLIAC. The available payment modes for all plan types are monthly, quarterly, semi-annually, and annually. NYLIAC may limit the payment modes available for new issues only.
REDUCTION OF INCOME FOR JOINT LIFE PLANS	Section 11	To facilitate changes to the percentages for income reduction made available by NYLIAC and in accordance with applicable law. The current percentage that will display is any whole number between and including 40% and 99%.
ANNUITY INCOME PAYMENT OPTIONS	Section 12	For Single Life and Joint Life Plans with the Life With Period Certain Annuity Income Payment Option, the owner may elect guaranteed periods between and including 10 years and 30 years (whole years only). The range for these guaranteed periods is between and including 5 year and 40 years (whole years only) and any number of months between and including 0 month and 11 months (whole months only).
ANNUITY PLAN TYPE	Section 13	To facilitate changes to the plan types available by NYLIAC and in accordance with applicable laws for tax qualified plans.

ANNUAL INCREASE OPTION	Section 14	The minimum increase percentage available is 1.0% and the maximum is 5.0%. The increase option percentage may not be changed after the policy is issued. At some point in the future, the maximum Annual Increase Option percentage may be increased to 15%. Any such offering will be administered in a non-discriminatory manner and will apply to new issues only
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All other bracketed items are John Doe information.